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Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

CHUNG KU SIN,

Defendant.

No. 8:23-cr-00148-JWH

PLEA AGREEMENT FOR DEFENDANT
CHUNG KU SIN

1. This constitutes the plea agreement between DEFENDANT CHUNG KU SIN ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a single-count information, which

1 charges defendant with filing a false tax return, in violation of
2 Title 26, United States Code, Section 7206(1).

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered
7 for service of sentence, obey all conditions of any bond, and obey
8 any other ongoing court order in this matter.

9 e. Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
12 within the scope of this agreement.

13 f. Be truthful at all times with the United States
14 Probation and Pretrial Services Office and the Court.

15 g. Pay the applicable special assessment at or before the
16 time of sentencing unless defendant has demonstrated a lack of
17 ability to pay such assessments.

18 PAYMENT OF TAXES OWED

19 3. Defendant admits that defendant received \$2,927,265 of
20 unreported income for tax years 2015 through 2021. Defendant agrees
21 to cooperate with the Internal Revenue Service in the determination
22 of defendant's tax liability for tax years 2015 through 2021.

23 Defendant agrees that:

24 a. Defendant will either:

25 i. file, prior to the time of sentencing, amended
26 returns for the years subject to the below admissions, correctly
27 reporting unreported income; will, if requested to do so by the
28 Internal Revenue Service, provide the Internal Revenue Service with

1 information regarding the years covered by the returns; will pay to
2 the Fiscal Clerk of the Court at or before sentencing all additional
3 taxes and all penalties and interest assessed by the Internal Revenue
4 Service on the basis of the returns; and will promptly pay to the
5 Fiscal Clerk of the Court all additional taxes and all penalties and
6 interest thereafter determined by the Internal Revenue Service to be
7 owing as a result of any computational error(s). Payments may be
8 made to the Clerk, United States District Court, Fiscal Department,
9 255 East Temple Street, Room 1178, Los Angeles, California 90012. OR

10 ii. Defendant will sign closing agreements with the
11 Internal Revenue Service contemporaneously with the signing of this
12 plea agreement, permitting the Internal Revenue Service to assess and
13 collect the total sum of \$977,807 (\$183,814, \$232,575, \$161,718,
14 \$148,408, \$145,229, \$57,924, \$48,139 for the defendant's tax years
15 2015, 2016, 2017, 2018, 2019, 2020, and 2021, respectively), which
16 comprises the tax liabilities, as well as to assess and collect the
17 civil fraud penalty for each year and statutory interest, on the tax
18 liabilities, as provided by law.

19 b. Nothing in this agreement forecloses or limits the
20 ability of the Internal Revenue Service to examine and make
21 adjustments to defendant's returns after they are filed.

22 c. Defendant will not, after filing the returns, file any
23 claim for refund of taxes, penalties, or interest for amounts
24 attributable to the returns filed in connection with this plea
25 agreement.

26 d. Defendant is liable for the fraud penalty imposed by
27 the Internal Revenue Code, 26 U.S.C. § 6663, on the understatements
28 of tax liability for tax years 2015 through 2021.

1 e. Defendant gives up any and all objections that could
2 be asserted to the Examination Division of the Internal Revenue
3 Service receiving materials or information obtained during the
4 criminal investigation of this matter, including materials and
5 information obtained through grand jury subpoenas.

6 THE USAO'S OBLIGATIONS

7 4. The USAO agrees to:

8 a. Not contest facts agreed to in this agreement.

9 b. Abide by all agreements regarding sentencing contained
10 in this agreement.

11 c. At the time of sentencing, provided that defendant
12 demonstrates an acceptance of responsibility for the offense up to
13 and including the time of sentencing, recommend a two-level reduction
14 in the applicable Sentencing Guidelines offense level, pursuant to
15 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
16 additional one-level reduction if available under that section.

17 d. Not further criminally prosecute defendant for
18 violations of criminal tax violations arising out of defendant's
19 conduct described in the agreed-to factual basis set forth in
20 paragraph 11 below, specifically criminal tax violations for the tax
21 years 2015 through 2021. Defendant understands that the USAO is free
22 to criminally prosecute defendant for any other unlawful past conduct
23 or any unlawful conduct that occurs after the date of this agreement.
24 Defendant agrees that at the time of sentencing the Court may
25 consider the uncharged conduct in determining the applicable
26 Sentencing Guidelines range, the propriety and extent of any
27 departure from that range, and the sentence to be imposed after
28

1 consideration of the Sentencing Guidelines and all other relevant
2 factors under 18 U.S.C. § 3553(a).

3 NATURE OF THE OFFENSE

4 5. Defendant understands that for defendant to be guilty of
5 the crime charged in count one, that is, filing a false tax return,
6 in violation of Title 26, United States Code, Section 7206(1), the
7 following must be true: (1) defendant made and signed a tax return
8 that he knew contained false information as to a material matter; (2)
9 the return contained a written declaration that it was being signed
10 subject to the penalties of perjury; and (3) in filing the false tax
11 return, defendant acted willfully.

12 PENALTIES AND RESTITUTION

13 6. Defendant understands that the statutory maximum sentence
14 that the Court can impose for a violation of Title 26, United States
15 Code, Section 7206(1), is: 3 years imprisonment; a one-year period of
16 supervised release; a fine of \$250,000 or twice the gross gain or
17 gross loss resulting from the offense, whichever is greatest; and a
18 mandatory special assessment of \$100.

19 7. Defendant understands and agrees that the Court: (a) may
20 order defendant to pay restitution in the form of any additional
21 taxes, interest, and penalties that defendant owes to the United
22 States based upon the count of conviction and any relevant conduct,
23 specifically for the additional tax years between 2015 and 2021; and
24 (b) must order defendant to pay the costs of prosecution, which may
25 be in addition to the statutory maximum fine stated above.

26 8. Defendant understands that supervised release is a period
27 of time following imprisonment during which defendant will be subject
28 to various restrictions and requirements. Defendant understands that

1 if defendant violates one or more of the conditions of any supervised
2 release imposed, defendant may be returned to prison for all or part
3 of the term of supervised release authorized by statute for the
4 offense that resulted in the term of supervised release, which could
5 result in defendant serving a total term of imprisonment greater than
6 the statutory maximum stated above.

7 9. Defendant understands that, by pleading guilty, defendant
8 may be giving up valuable government benefits and valuable civic
9 rights, such as the right to vote, the right to possess a firearm,
10 the right to hold office, and the right to serve on a jury. Defendant
11 understands that he is pleading guilty to a felony and that it is a
12 federal crime for a convicted felon to possess a firearm or
13 ammunition. Defendant understands that the conviction in this case
14 may also subject defendant to various other collateral consequences,
15 including but not limited to revocation of probation, parole, or
16 supervised release in another case and suspension or revocation of a
17 professional license. Defendant understands that unanticipated
18 collateral consequences will not serve as grounds to withdraw
19 defendant's guilty plea.

20 10. Defendant understands that, if defendant is not a United
21 States citizen, the felony conviction in this case may subject
22 defendant to: removal, also known as deportation, which may, under
23 some circumstances, be mandatory; denial of citizenship; and denial
24 of admission to the United States in the future. The Court cannot,
25 and defendant's attorney also may not be able to, advise defendant
26 fully regarding the immigration consequences of the felony conviction
27 in this case. Defendant understands that unexpected immigration
28

1 consequences will not serve as grounds to withdraw defendant's guilty
2 plea.

3 FACTUAL BASIS

4 11. Defendant admits that defendant is, in fact, guilty of the
5 offense to which defendant is agreeing to plead guilty. Defendant
6 and the USAO agree to the statement of facts provided below and agree
7 that this statement of facts is sufficient to support a plea of
8 guilty to the charge described in this agreement and to establish the
9 Sentencing Guidelines factors set forth in paragraph 13 below but is
10 not meant to be a complete recitation of all facts relevant to the
11 underlying criminal conduct or all facts known to either party that
12 relate to that conduct.

13 Defendant SIN was a resident of Garden Grove, California.
14 During the years 2015 through 2021, defendant owned and operated the
15 following auto-repair businesses located in Orange County,
16 California: Golden Tire, doing business as Golden Auto Body
17 (hereinafter "Golden Auto Body"); SK Tops Auto Body Inc., doing
18 business as Tops Auto Body (hereinafter "Tops Auto Body"); and SK
19 Victory Auto Body Inc., doing business as Victory Auto Body
20 (hereinafter "Victory Auto Body"). Defendant reported Golden Auto
21 Body as a sole proprietorship on a Schedule C on his U.S. Individual
22 Income Tax Returns, Forms 1040. Defendant filed corporate tax
23 returns, Form 1120s, for Tops Auto Body and Victory Auto Body.

24 Tops Auto Body and Victory Auto Body elected to be taxed as a
25 Subchapter S Corporation. S Corporations elect to pass corporate
26 income, losses, deductions, and credits through to their shareholders
27 for federal tax purposes. Shareholders of S Corporations report the
28 flow-through income and losses on their personal tax returns and are

1 assessed at their individual income tax rates. Defendant was the
2 100% shareholder of both Tops Auto Body and Victory Auto Body.

3 During the calendar years 2015, 2016, 2017, 2018, 2019, 2020,
4 and 2021, defendant received payments for services for Golden Auto
5 Body, Tops Auto Body, and Victory Auto Body, including in the form of
6 checks. During these years, defendant used a check cashing business
7 located in Garden Grove, California, to cash checks for services done
8 by Golden Auto Body, Tops Auto Body, and Victory Auto Body.
9 Specifically, from 2015 through 2021 defendant used the check cashing
10 business to cash approximately \$2.9 million in checks made payable to
11 his auto-repair businesses, including: approximately \$180,635 made
12 payable to Victory Body Auto from 2015 through 2016; approximately
13 \$1,749,439 made payable to Golden Auto Body from 2016 through 2021;
14 and approximately \$997,192 made payable to Top Body Auto from 2015
15 through 2018. Defendant willfully and intentionally withheld the
16 business receipts and income for Golden Auto Body, Tops Auto Body,
17 and Victory Auto Body in the form of checks that defendant cashed at
18 the check cashing business from his return preparer and willfully and
19 intentionally omitted these receipts and income on his tax returns.
20 Defendant only provided to his return preparer and reported on his
21 tax returns the business receipts and income for Golden Auto Body,
22 Tops Auto Body, and Victory Auto Body that defendant deposited into
23 his business bank accounts.

24 In particular, on or about October 16, 2017, in Orange County,
25 within the Central District of California, and elsewhere, defendant
26 willfully made and subscribed to a materially false U.S. Individual
27 Income Tax Return, Form 1040, for calendar year 2016, which was
28 verified by a written declaration that it was made under the

1 penalties of perjury, which was filed with the Internal Revenue
2 Service, and which defendant did not believe to be true and correct
3 as to every material matter, in that on line 22 of his Form 1040,
4 defendant reported that his total income for the calendar year 2016
5 was \$180,124, when, in fact, as defendant then knew and believed, his
6 total income for calendar year 2016 omitted approximately \$580,351 in
7 income.

8 In addition, in Orange County, within the Central District of
9 California, defendant also willfully made and subscribed to
10 materially false U.S. Individual Income Tax Returns, Forms 1040, for
11 calendar years 2015, 2017, 2018, 2019, 2020, and 2021, each were
12 verified by a written declaration that it was made under the
13 penalties of perjury, each were filed with the Internal Revenue
14 Service, and which defendant did not believe to be true and correct
15 as to every material matter. On line 22 of his 2015 Form 1040,
16 defendant reported that his total income for the calendar year 2015
17 was \$146,274, when, in fact, defendant willfully and intentionally
18 omitted approximately \$489,225 in income. On line 22 of his 2017
19 Form 1040, defendant reported that his total income for the calendar
20 year 2017 was \$104,540, when, in fact, defendant willfully and
21 intentionally omitted approximately \$460,462 in income. On line 6 of
22 his 2018 Form 1040, defendant reported that his total income for the
23 calendar year 2018 was \$182,889, when, in fact, defendant willfully
24 and intentionally omitted approximately \$452,720 in income. On line
25 7b of his 2019 Form 1040, defendant reported that his total income
26 for the calendar year 2019 was \$98,643, when, in fact, defendant
27 willfully and intentionally omitted approximately \$470,823 in income.
28 On line 9 of his 2020 Form 1040, defendant reported that his total

1 income for the calendar year 2020 was \$20,308, when, in fact,
2 defendant willfully and intentionally omitted approximately \$276,295
3 in income. And on line 9 of his 2021 Form 1040, defendant reported
4 that his total income for the calendar year 2021 was \$1,263, when, in
5 fact, defendant willfully and intentionally omitted approximately
6 \$197,391 in income.

7 Because of defendant's willful and intentional failure to report
8 his full income received from Golden Auto Body, Tops Auto Body, and
9 Victory Auto Body in the form of checks that defendant cashed at the
10 check cashing business from 2015 through 2021, defendant caused a
11 total tax loss of \$977,807 for these years. Defendant's actions were
12 in all respects voluntary, knowing, deliberate, and willful, and were
13 not committed by mistake, accident, or other innocent reason.

14 SENTENCING FACTORS

15 12. Defendant understands that in determining defendant's
16 sentence the Court is required to calculate the applicable Sentencing
17 Guidelines range and to consider that range, possible departures
18 under the Sentencing Guidelines, and the other sentencing factors set
19 forth in 18 U.S.C. § 3553(a). Defendant understands that the
20 Sentencing Guidelines are advisory only, that defendant cannot have
21 any expectation of receiving a sentence within the calculated
22 Sentencing Guidelines range, and that after considering the
23 Sentencing Guidelines and the other § 3553(a) factors, the Court will
24 be free to exercise its discretion to impose any sentence it finds
25 appropriate up to the maximum set by statute for the crime of
26 conviction.

27 13. Defendant and the USAO agree to the following applicable
28 Sentencing Guidelines factors:

Base Offense Level: 20 [U.S.S.G. §§ 2T1.1(a)(1),
2T4.1(H)]

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate.

14. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

15. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

16. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.
- d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.
- e. The right to confront and cross-examine witnesses against defendant.

1 f. The right to testify and to present evidence in
2 opposition to the charges, including the right to compel the
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if
5 defendant chose not to testify or present evidence, to have that
6 choice not be used against defendant.

7 h. Any and all rights to pursue any affirmative defenses,
8 Fourth Amendment or Fifth Amendment claims, and other pretrial
9 motions that have been filed or could be filed.

10 WAIVER OF APPEAL AND COLLATERAL ATTACK

11 17. Defendant understands that, with the exception of an appeal
12 based on a claim that defendant's guilty plea was involuntary, by
13 pleading guilty defendant is waiving and giving up any right to
14 appeal defendant's conviction on the offense to which defendant is
15 pleading guilty. Defendant understands that this waiver includes,
16 but is not limited to, arguments that the statute to which defendant
17 is pleading guilty is unconstitutional, and any and all claims that
18 the statement of facts provided herein is insufficient to support
19 defendant's plea of guilty.

20 18. Defendant agrees that, provided the Court imposes a term of
21 imprisonment within or below the range corresponding to an offense
22 level of 17 and the criminal history category calculated by the
23 Court, defendant gives up the right to appeal all of the following:
24 (a) the procedures and calculations used to determine and impose any
25 portion of the sentence; (b) the term of imprisonment imposed by the
26 Court; (c) the fine imposed by the Court, provided it is within the
27 statutory maximum; (d) to the extent permitted by law, the
28 constitutionality or legality of defendant's sentence, provided it is

1 within the statutory maximum; (e) the amount and terms of any
2 restitution order, provided it requires payment of no more than
3 \$977,807 in tax liabilities, as well as any civil fraud penalty for
4 each year and statutory interest, on the tax liabilities, as provided
5 by law; (f) the term of probation or supervised release imposed by
6 the Court, provided it is within the statutory maximum; and (g) any
7 of the following conditions of probation or supervised release
8 imposed by the Court: the conditions set forth in Second Amended
9 General Order 20-04 of this Court; the drug testing conditions
10 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
11 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

12 19. Defendant also gives up any right to bring a post-
13 conviction collateral attack on the conviction or sentence, including
14 any order of restitution, except a post-conviction collateral attack
15 based on a claim of ineffective assistance of counsel, a claim of
16 newly discovered evidence, or an explicitly retroactive change in the
17 applicable Sentencing Guidelines, sentencing statutes, or statutes of
18 conviction. Defendant understands that this waiver includes, but is
19 not limited to, arguments that the statute to which defendant is
20 pleading guilty is unconstitutional, and any and all claims that the
21 statement of facts provided herein is insufficient to support
22 defendant's plea of guilty.

23 20. The USAO agrees that, provided (a) all portions of the
24 sentence are at or below the statutory maximum specified above and
25 (b) the Court imposes a term of imprisonment within or above the
26 range corresponding to an offense level of 17 and the criminal
27 history category calculated by the Court, the USAO gives up its right
28 to appeal any portion of the sentence.

1 RESULT OF WITHDRAWAL OF GUILTY PLEA

2 21. Defendant agrees that if, after entering a guilty plea
3 pursuant to this agreement, defendant seeks to withdraw and succeeds
4 in withdrawing defendant's guilty plea on any basis other than a
5 claim and finding that entry into this plea agreement was
6 involuntary, then (a) the USAO will be relieved of all of its
7 obligations under this agreement; and (b) should the USAO choose to
8 pursue any charge that was either dismissed or not filed as a result
9 of this agreement, then (i) any applicable statute of limitations
10 will be tolled between the date of defendant's signing of this
11 agreement and the filing commencing any such action; and
12 (ii) defendant waives and gives up all defenses based on the statute
13 of limitations, any claim of pre-indictment delay, or any speedy
14 trial claim with respect to any such action, except to the extent
15 that such defenses existed as of the date of defendant's signing this
16 agreement.

17 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18 21. Defendant agrees that if the count of conviction is
19 vacated, reversed, or set aside, both the USAO and defendant will be
20 released from all their obligations under this agreement.

21 EFFECTIVE DATE OF AGREEMENT

22 22. This agreement is effective upon signature and execution of
23 all required certifications by defendant, defendant's counsel, and an
24 Assistant United States Attorney.

25 BREACH OF AGREEMENT

26 23. Defendant agrees that if defendant, at any time after the
27 signature of this agreement and execution of all required
28 certifications by defendant, defendant's counsel, and an Assistant

1 United States Attorney, knowingly violates or fails to perform any of
2 defendant's obligations under this agreement ("a breach"), the USAO
3 may declare this agreement breached. All of defendant's obligations
4 are material, a single breach of this agreement is sufficient for the
5 USAO to declare a breach, and defendant shall not be deemed to have
6 cured a breach without the express agreement of the USAO in writing.
7 If the USAO declares this agreement breached, and the Court finds
8 such a breach to have occurred, then: (a) if defendant has previously
9 entered a guilty plea pursuant to this agreement, defendant will not
10 be able to withdraw the guilty plea, and (b) the USAO will be
11 relieved of all its obligations under this agreement.

12 24. Following the Court's finding of a knowing breach of this
13 agreement by defendant, should the USAO choose to pursue any charge
14 that was either dismissed or not filed as a result of this agreement,
15 then:

16 a. Defendant agrees that any applicable statute of
17 limitations is tolled between the date of defendant's signing of this
18 agreement and the filing commencing any such action.

19 b. Defendant waives and gives up all defenses based on
20 the statute of limitations, any claim of pre-indictment delay, or any
21 speedy trial claim with respect to any such action, except to the
22 extent that such defenses existed as of the date of defendant's
23 signing this agreement.

24 c. Defendant agrees that: (i) any statements made by
25 defendant, under oath, at the guilty plea hearing (if such a hearing
26 occurred prior to the breach); (ii) the agreed to factual basis
27 statement in this agreement; and (iii) any evidence derived from such
28 statements, shall be admissible against defendant in any such action

1 against defendant, and defendant waives and gives up any claim under
2 the United States Constitution, any statute, Rule 410 of the Federal
3 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
4 Procedure, or any other federal rule, that the statements or any
5 evidence derived from the statements should be suppressed or are
6 inadmissible.

7 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

8 OFFICE NOT PARTIES

9 25. Defendant understands that the Court and the United States
10 Probation and Pretrial Services Office are not parties to this
11 agreement and need not accept any of the USAO's sentencing
12 recommendations or the parties' agreements to facts or sentencing
13 factors.

14 26. Defendant understands that both defendant and the USAO are
15 free to: (a) supplement the facts by supplying relevant information
16 to the United States Probation and Pretrial Services Office and the
17 Court; (b) correct any and all factual misstatements relating to the
18 Court's Sentencing Guidelines calculations and determination of
19 sentence; and (c) argue on appeal and collateral review that the
20 Court's Sentencing Guidelines calculations and the sentence it
21 chooses to impose are not error, although each party agrees to
22 maintain its view that the calculations in paragraph 13 are
23 consistent with the facts of this case. Although this paragraph
24 permits both the USAO and defendant to submit full and complete
25 factual information to the United States Probation and Pretrial
26 Services Office and the Court, even if that factual information may
27 be viewed as inconsistent with the facts agreed to in this agreement,
28

1 this paragraph does not affect defendant's and the USAO's obligations
2 not to contest the facts agreed to in this agreement.

3 27. Defendant understands that even if the Court ignores any
4 sentencing recommendation, finds facts or reaches conclusions
5 different from those agreed to, and/or imposes any sentence up to the
6 maximum established by statute, defendant cannot, for that reason,
7 withdraw defendant's guilty plea, and defendant will remain bound to
8 fulfill all defendant's obligations under this agreement. Defendant
9 understands that no one -- not the prosecutor, defendant's attorney,
10 or the Court -- can make a binding prediction or promise regarding
11 the sentence defendant will receive, except that it will be within
12 the statutory maximum.

13 NO ADDITIONAL AGREEMENTS

14 28. Defendant understands that, except as set forth herein,
15 there are no promises, understandings, or agreements between the USAO
16 and defendant or defendant's attorney, and that no additional
17 promise, understanding, or agreement may be entered into unless in a
18 writing signed by all parties or on the record in court.

19 ///

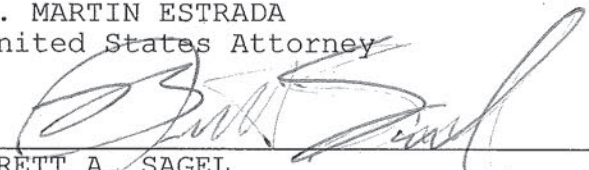
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

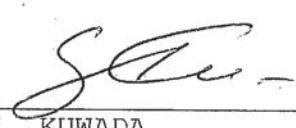
E. MARTIN ESTRADA
United States Attorney


BRETT A. SAGEL
Assistant United States Attorney

10/16/23
Date


CHUNG KU SIN
Defendant

10.11.2023
Date

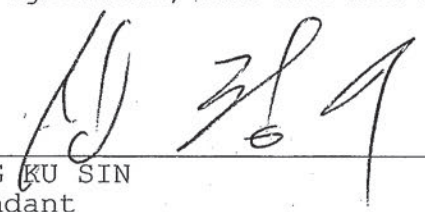

GARY H. KUWADA
Attorney for Defendant CHUNG KU SIN

10-11-2023
Date

CERTIFICATION OF DEFENDANT

This agreement has been read to me in Korean, the language I understand best. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the

1 sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
 2 Sentencing Guidelines provisions, and of the consequences of entering
 3 into this agreement. No promises, inducements, or representations of
 4 any kind have been made to me other than those contained in this
 5 agreement. No one has threatened or forced me in any way to enter
 6 into this agreement. I am satisfied with the representation of my
 7 attorney in this matter, and I am pleading guilty because I am guilty
 8 of the charge and wish to take advantage of the promises set forth in
 9 this agreement, and not for any other reason.

10 
 11
 12 CHUNG KU SIN
 13 Defendant

14 
 15 Date 10-11-2023

16 CERTIFICATION OF INTERPRETER

17 I, Hye Jae Kim, am fluent in the written and spoken
 18 English and Korean languages. I accurately translated this entire
 19 agreement from English into Korean to defendant CHUNG KU SIN on this
 20 date.

21 
 22 INTERPRETER

23 Date 10-11-23

24 CERTIFICATION OF DEFENDANT'S ATTORNEY

25 I am defendant CHUNG KU SIN's attorney. I have carefully and
 26 thoroughly discussed every part of this agreement with my client.
 27 Further, I have fully advised my client of his rights, of possible
 28 pretrial motions that might be filed, of possible defenses that might
 be asserted either prior to or at trial, of the sentencing factors
 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

1 provisions, and of the consequences of entering into this agreement.
2 To my knowledge: no promises, inducements, or representations of any
3 kind have been made to my client other than those contained in this
4 agreement; no one has threatened or forced my client in any way to
5 enter into this agreement; my client's decision to enter into this
6 agreement is an informed and voluntary one; and the factual basis set
7 forth in this agreement is sufficient to support my client's entry of
8 a guilty plea pursuant to this agreement.

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11 
12 GARY H. KUWADA
13 Attorney for Defendant CHUNG KU SIN

10/11/2023
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Date